

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
"JOHN DOE",

Plaintiff,

-against-

THE SHOREFRONT YM-YWHA OF BRIGHTON-
MANHATTAN BEACH, INC., NEW YORK CITY
DEPARTMENT OF EDUCATION,

Defendants.
-----X

Index No. :

SUMMONS

Plaintiff designates
KINGS COUNTY
as the place of trial

The basis of venue is
LOCATION OF
OCCURRENCE

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after service is complete if this summons is not personally delivered to you with the State of New York); and in case of your failure to appear or answer, judgement will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
October 7, 2019

BY:



John J. Meehan, Esq.
JOSEPH & NORINSBERG, LLC
Attorneys for Plaintiff
225 Broadway, Suite 2700
New York, N.Y. 10007
(212) 227-5700

TO: SHOREFRONT YM-YWHA OF
BRIGHTON-MANHATTAN BEACH, INC.
3300 Coney Island Avenue
Brooklyn, New York, 11235

THE CITY OF NEW YORK
100 Church Street
New York, New York 10038

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
"JOHN DOE"

Index No.

Plaintiff,

VERIFIED COMPLAINT

-against-

JURY TRIAL DEMANDED

THE SHOREFRONT YM-YWHA OF BRIGHTON-
MANHATTAN BEACH, INC., NEW YORK CITY
DEPARTMENT OF EDUCATION,

Defendants.
-----X

Plaintiff "JOHN DOE", by his attorneys JOSEPH & NORINSBERG, LLC, and KEVIN T. MULHEARN, P.C., hereby brings this action against defendant SHOREFRONT YM-YWHA OF BRIGHTON-MANHATTAN BEACH, INC. ("SHOREFRONT"), and the NEW YORK CITY DEPARTMENT OF EDUCATION, ("NYC"), alleging, on personal knowledge as to himself and on information and belief as to all other matters, as follows:

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

JURISDICTION AND VENUE

1. This Court has personal jurisdiction over the Defendants pursuant to CPLR §§ 301 and 302, in that the Defendants reside in New York.
2. This Court has jurisdiction over this action because the amount of damages Plaintiffs seek exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

3. Venue for this action is proper in the County of Kings, pursuant to CPLR § 503, in that the Defendants are based in this County, and all of the salient events and omissions giving rise to the claims occurred in Kings County.

CHILD VICTIMS ACT

4. Each of Plaintiff's causes of action are timely pursuant to the Child Victims Act that was enacted on February 14, 2019. Plaintiff alleges that Defendants committed intentional or negligent acts or omissions which resulted in Plaintiff suffering physical, psychological or other injuries or conditions as a direct and proximate result of conduct which constitutes a sexual offense committed against a child less than eighteen years of age, as defined in New York Penal Law § 130. This action, moreover, has been filed not earlier than six months after, and not later than one year and six months after, the effective date of the newly added CPLR § 214-g.

PARTIES

5. Plaintiff JOHN DOE is an individual currently residing in the County of Kings, in the City and State of New York.

6. Defendant SHOREFRONT is a corporation organized and existing under the laws of the State of New York, with its principal office at 3300 Coney Island Avenue, Brooklyn, New York, 11235, and operates the Shorefront YM-YWHA located at 3300 Coney Island Avenue, Brooklyn, New York, 11235, and was formerly known as the "Shorefront YMHA."

7. At all relevant times, Defendant SHOREFRONT created, oversaw, managed, controlled, directed and operated the Shorefront YM-YWHA.

8. At all relevant times, Defendant SHOREFRONT managed, supervised, employed, directed and/or controlled staff, counselors, and coaches assigned to work at the Shorefront YM-YWHA, including Irving Bilzinsky ("Bilzinsky"), and Michael Blutrich ("Blutrich").

9. At all relevant times, staff, counselors, and coaches, including Bilzinsky and Blutrich, assigned to the Shorefront YM-YWHA were agents, managers, directors, or employees of Defendant SHOREFRONT.

10. That at all times hereinafter mentioned, the Defendant NYC owns, maintains, and operates The Bay Academy located 1401 Emmons Avenue Brooklyn New York, 11235, and at all relevant times formerly known as the James J. Reynolds Junior High School (“Reynolds”).

11. That at all times hereinafter mentioned, the defendant “NYC” was and still is a municipality or an agency of a municipality or a Department of a municipality organized and existing under and by virtue of the Education Law of the State of New York and authorized to do business in the State of New York.

12. At all times hereinafter mentioned, “NYC” authorized, supervised, administered, and oversaw all aspects of the hiring, supervising, firing, training and administration at Reynolds and had a duty to safeguard the welfare, security, safety, wellbeing and health of the students such as the plaintiff, JOHN DOE, during the years he played basketball at Reynolds.

13. Defendant NYC managed, supervised, employed, directed and/or controlled staff, counselors, and coaches assigned to work at Reynolds, including Irving Bilzinsky (“Blizinsky”), and Michael Blutrich (“Blutrich”).

STATEMENT OF FACTS

14. Plaintiff JOHN DOE grew up in Brooklyn, New York.

15. Plaintiff attended, and actively played basketball through Reynolds junior high school, including participating at a basketball academy offered at the school.

16. Upon information and belief, Irving Bilzinsky ran the basketball academy offered by Reynolds, and Michael Blutruch was a coach at the Reynolds basketball academy.

17. Plaintiff likewise attended the Shorefront YM-YMHA for various after-school activities throughout his time in junior and senior high school. Plaintiff participated in basketball programs offered at the Shorefront YM-YWHA.

18. During the times relevant to the allegations set forth herein, Defendant SHOREFRONT was responsible for overseeing, managing, controlling, directing and operating Shorefront YM-TWHA under a preceding name of the same business entity, namely the Shorefront YMHA.

Facts Relevant to Defendant NYC.

19. Upon information and belief, at all relevant times, Irving Bilzinsky was the director of the Reynolds basketball academy.

20. In 1988, plaintiff JOHN DOE joined the Reynolds Basketball academy, with Irving Bilzinsky serving as the director of the academy.

21. Through his position at, within, or for defendant NYC, Irving Bilzinsky was put in direct contact with Plaintiff JOHN DOE.

22. From approximately 1988 through 1992, Plaintiff JOHN DOE was repeatedly sexually abused by Irving Bilzinsky at Reynolds.

23. Irving Bilzinsky would sexually assault JOHN DOE in multiple locations, on school property, and elsewhere, for prolonged periods of time.

24. Irving Bilzinsky would force plaintiff into the gymnasium office within Reynolds, and commit egregious acts of sexual molestation and assaults upon plaintiff.

25. Upon information and belief, beginning in 1990, Michael Blutrigh was employed as a basketball coach with the Reynolds Basketball academy.

26. Through his position at, within, or for defendant NYC, Michael Blutrigh was put in

direct contact with Plaintiff JOHN DOE.

27. From approximately 1990 through 1992, Plaintiff JOHN DOE was repeatedly sexually abused by Michael Blutrigh at Reynolds.

28. Michael Blutrigh would sexually assault JOHN DOE in multiple locations, on school property, and elsewhere, for prolonged periods of time.

29. Michael Blutrigh would force plaintiff into the gymnasium office at Reynolds, and commit egregious acts of sexual molestation and assaults upon plaintiff. Blutrigh would also force plaintiff into getting into his care for a “ride home,” where Blutrigh would repeatedly assault and molest plaintiff.

30. Bilzinsky and Blutrigh used these encounters, gained through their positions with Reynolds, which granted them access to Defendant NYC’s young students, to sexually assault, sexually abuse, and/or have sexual contact with Plaintiff (and other children) in violation of the laws of the State of New York.

31. At all times material hereto, Bilzinsky and Blutrigh was under the management, supervision, employ, direction and/or control of Defendant NYC.

32. Defendant NYC knew, and/or reasonably should have known, and/or knowingly condoned, and/or covered up, the inappropriate and unlawful sexual activities of Bilzinsky and Blutrigh, who repeatedly sexually abused Plaintiff.

33. Upon information and belief, it was common knowledge amongst the children, staff, employees, and coaches at the Reynolds that Bilzinsky and Blutrigh would frequently molest numerous young boys.

34. Upon information and belief, Michael Blutrigh was subsequently convicted of sexually abusing minors.

35. Bilzinsky's and Blutrich's proclivity for molesting young boys is well documented, and the subject of a long form investigative journalism article from December 1998, attached hereto as Exhibit A.

36. Defendant NYC had the duty to manage, supervise, control and/or direct the staff who served at Reynolds, and specifically had a duty not to aid known sexual predators such as Bilzinsky and Blutrich by assigning, maintaining, and/or appointing them to positions with access to minors.

37. Defendant NYC had a duty to Plaintiff to ensure that Defendant NYC did not offer opportunities for known sexual predators to approach and assault vulnerable children. Defendant NYC knew, or should have known, that Bilzinsky and Blutrich used their positions at the basketball academy to harm minor children, including Plaintiff, and to form an acquaintance that could be, and was, used to provide opportunities for sexual abuse.

Facts Relevant to Defendant SHOREFRONT.

38. In 1989, plaintiff JOHN DOE began to play after-school basketball at the Shorefront YM-YMHA, with Michael Blutrich and Irving Bilzinsky serving as his basketball coaches.

39. Through their position at, within, or for defendant SHOREFRONT, Bilzinsky and Blutrich were put in direct contact with Plaintiff JOHN DOE.

40. From approximately 1989 through 1992, when Plaintiff JOHN DOE was repeatedly sexually abused by Bilzinsky and Blutrich at the Shorefront YM-YWHA.

41. Bilzinsky and Blutrich would sexually assault JOHN DOE in multiple locations, within Shorefront YM-YWHA, and elsewhere, for prolonged periods of time.

42. Bilzinsky and Blutrich used these encounters, gained through their positions as

coaches at the Shorefront YM-YWHA, which granted them access to Defendant SHOREFRONT's young clients, to sexually assault, sexually abuse, and/or have sexual contact with Plaintiff, (and other children), in violation of the laws of the State of New York.

43. At all times material hereto, Bilzinsky and Blutrigh were under the management, supervision, employ, direction and/or control of Defendant SHOREFRONT.

44. Defendant SHOREFRONT knew, and/or reasonably should have known, and/or knowingly condoned, and/or covered up, the inappropriate and unlawful sexual activities of Bilzinsky and Blutrigh who repeatedly sexually abused Plaintiff.

45. Upon information and belief, it was common knowledge amongst the children, staff, employees, and coaches at the Shorefront YM-YWHA that Bilzinsky and Blutrigh were frequently molesting numerous young boys.

46. Upon information and belief, Michael Blutrigh was subsequently convicted of sexually abusing minors.

47. Bilzinsky and Blutrigh' proclivity for molesting young boys is well documented, and the subject of a long form investigative journalist article from December 1998, attached hereto as Exhibit A.

48. Defendant SHOREFRONT had the responsibility to manage, supervise, control and/or direct the staff who served at the Shorefront YM-YWHA, and specifically had a duty not to aid known sexual predators such as Bilzinsky and Blutrigh by assigning, maintaining, and/or appointing them to positions with access to minors.

49. Defendant SHOREFRONT had a duty to Plaintiff to ensure that Defendant SHOREFRONT did not offer opportunities for known sexual predators to approach and assault vulnerable children. Defendant SHOREFRONT knew, or should have known, that Bilzinsky and

Blutrich used their position as basketball coaches to harm minor children, including Plaintiff, and to form an acquaintance that could be, and was, used to provide opportunities for sexual abuse.

50. Plaintiff suffered severe emotional distress and psychological damages as a result of Defendant's actions, as well as other damages related thereto, as a result of his childhood sexual abuse.

51. As a direct result of Defendant's conduct described herein, Plaintiff suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, and physical manifestations of emotional distress. Plaintiff was prevented from obtaining the full enjoyment of life; has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling; and have incurred and will continue to incur loss of income and/or loss of earning capacity.

FIRST CAUSE OF ACTION
(Negligent Hiring/Retention/Supervision/Direction)

52. Plaintiff repeats and realleges each and every allegation set forth in the above paragraphs as if fully set forth herein.

53. Defendants at all relevant times represented or otherwise indicated to the parents of children in their care, custody and control, that minor children would be physically safe while in the presence of the counselors, staff, and coaches assigned to the Shorefront and Reynolds.

54. Defendants entered into an express and/or implied duty to provide that when Plaintiff was a minor and left in the presence of counselors, staff, and coaches, Plaintiff would be kept safe and that that counselors, staff, and/or coaches would not sexually abuse Plaintiff.

55. Defendants SHOREFRONT and NYC owed a duty of care to all minor persons, including Plaintiff, who were likely to come in contact with its employees, agents, coaches, and/or counselors or were under the supervision of their employees, agents, coaches, and/or counselors

to ensure that their employees, agents, coaches, and/or counselors did not use their assigned positions to injure minors by sexual assault, sexual abuse, or sexual contact in violation of the laws of the State of New York, specifically Article 130 of the New York Penal Law.

56. Defendants SHOREFRONT and NYC knew, or should have known, of Bilzinsky and Blutrich 's propensity for the conduct which caused each Plaintiff's injuries prior to, or about the time of, the injuries' occurrence.

57. The sexual abuse of children by adults, including staff, counselor, coaches, and athletic directors, is a foreseeable result of negligence.

58. Bilzinsky and Blutrich sexually assaulted, sexually abused and/or had sexual contact with Plaintiff while working for Defendant NYC and Defendant SHOREFRONT,

59. Defendants SHOREFRONT and NYC, negligently hired, retained, directed, and supervised Bilzinsky and Blutrich, as they knew or should have known that Bilzinsky and Blutrich posed a threat of sexual abuse to children, including Plaintiff.

60. Defendants were negligent in failing properly to supervise Bilzinsky and Blutrich.

61. At all times material hereto, Defendants were willful, wanton, malicious, reckless and/or outrageous in their disregard for the rights and safety of Plaintiff, and demonstrated such moral turpitude as to cause substantial harm to the community-at-large as well as Plaintiff, and, as such, Defendants' conduct gives rise to punitive damages.

62. As a direct and proximate result, Plaintiff has suffered and will continue to suffer the injuries described herein.

63. By reason of the foregoing, the Defendants SHOREFRONT and NYC are liable to the Plaintiff, for compensatory damages, and punitive damages, together with interest and costs.

SECOND CAUSE OF ACTION
(Negligence/Gross Negligence)

64. Plaintiff repeats and realleges each and every allegation set forth in the above paragraphs as if fully set forth herein.

65. At all times material hereto, with regard to the allegations contained herein, Bilzinsky and Blutrich were under the supervision, employ, direction and/or control of Defendants.

66. Defendants owed Plaintiff, at all relevant times, minors, a duty to protect them from Bilzinsky and Blutrich's sexual deviancy and the consequential damages, both prior to and/or subsequent to the abusers' misconduct.

67. Defendants SHOREFRONT and NYC, knew, or were negligent in not knowing, that Bilzinsky and Blutrich posed a threat of sexual abuse to children (including Plaintiff).

68. The acts of Bilzinsky and Blutrich were undertaken, and/or enabled by, and/or during the course, and/or within the scope of their respective employment, appointment, assignment, and/or agency with Defendant SHOREFRONT and Defendant NYC.

69. Defendants' willful, wanton, grossly negligent and/or negligent act(s) of commission and/or omission, resulted directly and/or proximately in the damage set forth herein at length.

70. Defendants gave improper or ambiguous orders or failed to make proper regulations, and/or employed improper persons or instrumentalities in work involving risk of harm to others; failed adequately to supervise the activities of Defendants' employees; permitted, and/or intentionally failed and/or neglected to prevent, negligent and/or grossly negligent conduct and/or allowed other tortious conduct by persons, whether or not their servants and/or agents and/or employees, with instrumentalities under their control; and allowed the acts of omission and/or commission and/or any or all of the allegations set forth in this Complaint, to occur.

71. At all times material hereto, Defendants' actions and omissions were willful, wanton, malicious, reckless, and outrageous in their disregard for the rights and safety of Plaintiffs, and amounted to conduct equivalent to criminality. At all times material hereto, moreover, Defendants SHOREFRONT and NYC demonstrated such moral turpitude as to cause substantial harm to the community-at-large as well as Plaintiff, and, as such, Defendants' conduct gives rise to punitive damages.

72. As a direct and/or indirect result of said conduct, Plaintiff has suffered the injuries and damages described herein.

73. By reason of the foregoing, Defendants are liable to the Plaintiff for compensatory damages and punitive damages, together with interest and costs.

THIRD CAUSE OF ACTION
(Breach of Non-Delegable Duty)

74. Plaintiff repeats and realleges each and every allegation set forth in the above paragraphs as if fully set forth herein.

75. Plaintiff, when he was a minor, was placed in the care and supervision of the defendants SHOREFRONT and NYC for the purposes of, *inter alia*, providing plaintiff with a safe environment in which to participate in educational, athletic, rehabilitative, youth, and recreational activities. There existed a non-delegable duty of trust between Plaintiff and Defendants.

76. Plaintiff was a vulnerable minor when placed within the care of the Defendants.

77. As a consequence, Defendants were in the best position to prevent the sexual abuse of Plaintiff, to learn of that sexual abuse of Plaintiff and stop it, and to take prompt steps to provide that Plaintiff received timely therapy to address the harm he suffered resulting from his sexual abuse. Such prompt steps would have mitigated the extent of lifetime suffering Plaintiff has endured.

78. By virtue of the fact that Plaintiff was sexually abused as a minor child entrusted to the care of defendants SHOREFRONT and NYC, Defendants breached their non-delegable duty to Plaintiff.

79. At all times material hereto, Bilzinsky and Blutrich were under the supervision, employ, direction and/or control of Defendants.

80. As a direct result of said conduct, Plaintiff has suffered injuries and damages described herein.

81. By reason of the foregoing, Defendants are liable to the Plaintiff for compensatory damages, and punitive damages, together with interest and costs.

FOURTH CAUSE OF ACTION
(Breach of Fiduciary Duty)

82. Plaintiff repeats and realleges each and every allegation set forth in the above paragraphs as if fully set forth herein.

83. While he was a minor, Plaintiff was entrusted by his parents to the control and supervision of Defendants SHOREFRONT and NYC. During the times that Plaintiff was entrusted to Bilzinsky and Blutrich, both Bilzinsky and Blutrich were under the supervision and control of Defendants.

84. There existed a fiduciary relationship of trust, confidence, and reliance between Plaintiff and Defendants. This relationship was based on the entrustment of the Plaintiff while he was a minor child to the care and supervision of the Defendants. This entrustment of the Plaintiff to the care and supervision of the Defendant, while the Plaintiff was a child, required Defendants to assume a fiduciary relationship and to act in the best interests of the Plaintiff and to protect him due to his infancy and vulnerability.

85. Pursuant to their fiduciary relationship, Defendants were entrusted with the well-

being, care, and safety of Plaintiff.

86. Pursuant to their fiduciary relationship, Defendants assumed a duty to act in the best interests of Plaintiff.

87. Defendants breached their fiduciary duties to Plaintiff.

88. At all times material hereto, Defendants SHOREFRONT and NYC, were willful, wanton, malicious, reckless and/or outrageous in its disregard for the rights and safety of Plaintiff and demonstrated such moral turpitude as to cause substantial harm to the community-at-large as well as Plaintiff, and, as such, Defendants' conduct gives rise to punitive damages.

89. As a direct result of said conduct, Plaintiff has suffered injuries and damages described herein.

90. By reason of the foregoing, the Defendants are liable to the Plaintiff for compensatory damages, and punitive damages, together with interest and costs.

FIFTH CAUSE OF ACTION
(Negligent Infliction of Emotional Distress)

91. Plaintiff repeats and realleges each and every allegation set forth in the above paragraphs as if fully set forth herein.

92. As described above, the actions of Defendants, their predecessors and/or successors, agents, servants and/or employees were conducted in a negligent and/or grossly negligent manner.

93. Defendants' actions endangered Plaintiff's safety and caused him to fear for his own safety.

94. As a direct and proximate result of Defendants' actions and/or inactions, which included but were not limited to, negligent and/or grossly negligent conduct, Plaintiff suffered the severe injuries and damages described herein; including but not limited to mental and emotional

distress.

95. By reason of the foregoing, the Defendants are liable to the Plaintiff, for compensatory damages, and punitive damages, together with interest and costs.

SIXTH CAUSE OF ACTION
(Breach of Duty *in Loco Parentis*)

96. Plaintiff repeats and realleges each and every allegation set forth in the above paragraphs as if fully set forth herein.

97. While he was a minor, Plaintiff was entrusted by his parents to the control and supervision of Defendants. During the times that Plaintiff was entrusted to Defendants, Blutrich was under the supervision and control of Defendants. Defendants owed a duty to children entrusted to them, including Plaintiff, to act *in loco parentis* and to prevent foreseeable injuries.

98. Defendants breached their duty to act *in loco parentis*.

99. At all times material hereto, Defendants were willful, wanton, malicious, reckless, negligent, grossly negligent and/or outrageous in its disregard for the rights and safety of Plaintiff, and demonstrated such moral turpitude as to cause substantial harm to the community-at-large as well as Plaintiff, and, as such, its conduct gives rise to punitive damages.

100. As a direct result of Defendants' conduct, Plaintiff has suffered the injuries and damages described herein.

101. By reason of the foregoing, Defendants are liable to Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

WHEREFORE, Plaintiff JOHN DOE, hereby demands judgment against the Defendants on each cause of action as follows:

- A. Awarding compensatory damages in an amount to be proven at trial, but, in any event, in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction over this matter;

- B. Awarding punitive damages to the extent permitted by law;
- C. Awarding costs and fees of this action, including attorneys' fees to the extent permitted by law;
- D. Awarding prejudgment interest to the extent permitted by law; and
- E. Awarding such other and further relief as to this Court may seem just and proper.

Dated: New York, New York
October 7, 2019

BY: 

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AND

Kevin T. Mulhearn /S

BY: _____

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Attorneys for Plaintiffs

Index No.:

Year:

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SUMMONS AND COMPLAINT

JOSEPH & NORINSBERG, LLC

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